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EZEKIEL G. STODDARD  
ARTHUR Z. GARDINER, JR.  
COUNSEL

RECORDATION NO. 9247

APR 13 1978 - 2 45 PM

April 8, 1978 A130

APR 13 1978

Dear Mr. ~~INTERSTATE COMMERCE COMMISSION~~

On behalf of First Security Bank of Utah, N.A., I am submitting for filing and recording under Section 20c of the Interstate Commerce Act, twelve (12) executed counterparts of an Amendment to Conditional Sale Agreement (No. 1) dated as of March 1, 1978. Conditional Sale Agreement (No. 1), related Agreement and Assignment, Lease and Assignment of Lease and Agreement all were recorded under Section 20c with the Interstate Commerce Commission February 23, 1978 and assigned Recordation Nos. 9247, 9247-A, 9247-B and 9247-C, respectively.

The parties to the instant Amendment are:

First Security Bank of Utah, N.A., as Agent  
Salt Lake City, Utah

First Security State Bank, as Trustee  
Salt Lake City, Utah

New England Merchants Leasing Corporation B-6, as Owner  
Boston, Massachusetts

The said Amendment establishes a more precise Maximum Purchase Price for the Equipment to be purchased pursuant to the Conditional Sale Agreement (No. 1), and except as amended thereby, the Conditional Sale Agreement (No. 1) shall remain unaltered and in full force and effect.

The Equipment covered is that listed in Annex B of Conditional Sale Agreement (No. 1), and Appendix A in the Lease.

APR 13 2 38 PM '78

RECEIVED

- 2 -

Enclosed is our firm's check for \$10.00 in payment of the recording fee.

Once the filing has been made, please return to bearer the stamped counterparts of the document not required for filing purposes, the fee receipt and the letter from the Interstate Commerce Commission acknowledging the filing, together with the extra copies of this letter of transmittal.

Very truly yours,

  
Allen H. Harrison, Jr.

Agent for

First Security Bank of Utah, N.A.

Mr. H. Gordon Homme, Jr.  
Acting Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

Encs.

BY HAND

**Interstate Commerce Commission**  
Washington, D.C. 20423

**4/13/78**


OFFICE OF THE SECRETARY

**Allen H. Harrison, Jr.**  
**Wilmer, Cutler & Pickering**  
**1666 K. Street**  
**Washington, D.C. 20006**

Dear **Sir:**

The enclosed document(s) was recorded pursuant to the  
provisions of Section 20(c) of the Interstate Commerce Act,  
49 U.S.C. 20(c), on **4/13/78** at **2:45pm**,  
and assigned recordation number(s) **9247-D**

Sincerely yours,

  
**H.G. Homme, Jr.**  
Acting Secretary

Enclosure(s)

SE-30-T  
(6/77)

RECORDATION NO. 9247-2 *9247-2* Filed & Recorded

APR 13 1978 -2 45 PM

INTERSTATE COMMERCE COMMISSION

AMENDMENT TO CONDITIONAL SALE AGREEMENT  
(No. 1) dated as of March 1, 1978, between  
FIRST SECURITY BANK OF UTAH, N.A., not in its  
individual capacity but solely as Agent  
(hereinafter called the Agent) and FIRST  
SECURITY STATE BANK, not in its individual  
capacity but solely as Trustee (hereinafter  
called the Trustee), under a Trust Agree-  
ment (No. 1) dated as of January 1, 1978,  
with NEW ENGLAND MERCHANTS LEASING CORPORA-  
TION B-6.

WHEREAS a Conditional Sale Agreement dated as  
of January 1, 1978 (hereinafter called the CSA (No. 1)),  
has been entered into between each of ACF Industries,  
Incorporated, Union Tank Car Company and Richmond Tank Car  
Company (hereinafter called the Builders) and the Trustee;

WHEREAS the security interest of the Builders in  
the Equipment described in CSA (No. 1) has been assigned to  
the Agent, pursuant to an Agreement and Assignment (No. 1)  
dated as of January 1, 1978 (hereinafter called the Assignment);

WHEREAS the CSA (No. 1) and the Assignment were  
filed and recorded with the Interstate Commerce Commission  
pursuant to Section 20c of the Interstate Commerce Act on  
February 23, 1978, at 3:30 P.M., and assigned Recordation  
Nos. 9247 and 9247-A, respectively;

WHEREAS a Conditional Sale Agreement dated as of January 1, 1978 (hereinafter called the CSA (No. 2)) has been entered into between the Builders and the Trustee under a Trust Agreement (No. 2) dated as of January 1, 1978, with Republic National Leasing Corporation;

WHEREAS the parties hereto desire to establish a more precise Maximum Purchase Price for the Equipment to be purchased pursuant to the CSA (No. 1).

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. Item 5 in Annex I to the CSA (No. 1), at page C-42, is hereby amended by deleting the sum of \$4,206,969 and inserting in its place the sum of \$3,817,800.

2. Item 6 in Annex I to the CSA (No. 1), at page C-42, is hereby amended by deleting the sum of \$2,400,000 and inserting in its place the sum of \$2,177,987.

3. Notwithstanding any thing to the contrary contained in the CSA (No. 1), the parties hereto agree that the Maximum Purchase Price referred to in Item 5 of the CSA (No. 1), as amended hereby, shall conclusively represent the understanding of the parties as the Equipment to be purchased under Conditional Sale Agreement (No. 1).

4. Except as amended hereby, the CSA (No. 1) shall remain unaltered and in full force and effect.

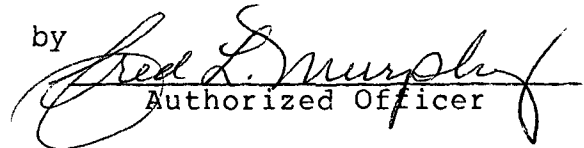
5. The Trustee will promptly cause this Amendment to be filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act.

6. This Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by duly authorized officers and their corporate seals to be hereunto affixed, duly attested, as of the date first above written.


FIRST SECURITY STATE BANK,  
not in its individual capacity  
but solely as Trustee,

by

  
Authorized Officer

[Corporate Seal]

Attest:

  
~~Assistant Secretary~~  
Authorized Officer

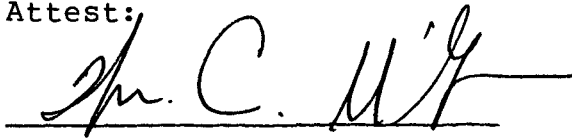
FIRST SECURITY BANK OF UTAH, N.A.,  
not in its individual capacity  
but solely as Agent,

by

Authorized Officer

[Corporate Seal]

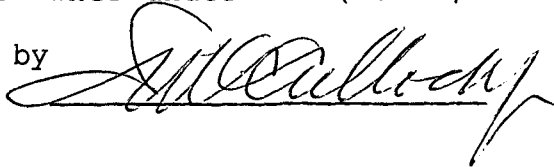
Attest:



The undersigned do hereby consent to this Amendment:

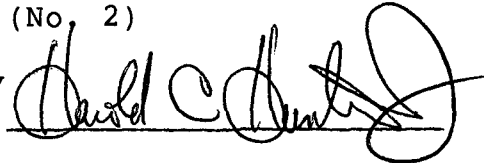
NEW ENGLAND MERCHANTS  
LEASING CORPORATION B-6,  
as Owner under CSA (No. 1)

by



REPUBLIC NATIONAL LEASING  
CORPORATION, as Owner under  
CSA (No. 2)

by



STATE OF UTAH,                    )  
                                      ) ss.:  
COUNTY OF SALT LAKE,        )

On this 17 day of March 1978, before me personally appeared DEBRA J. DORFMAN, to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of FIRST SECURITY BANK OF UTAH, N.A., that one of the seals affixed to the foregoing instrument is the corporate seal of said association, that said instrument was signed and sealed on behalf of said association by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said association.

Verna J. Gustawski  
Notary Public

My Commission Expires November 15, 1981

[Notarial Seal]

STATE OF UTAH,                    )  
                                      ) ss.:  
COUNTY OF SALT LAKE,        )

On this 17 day of March 1978, before me personally appeared Fred J. Murphy, to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of FIRST SECURITY STATE BANK, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Verna J. Gustawski  
Notary Public

My Commission Expires November 15, 1981

[Notarial Seal]